CITY OF MIDDLETOWN-PURCHASING OFFICE ROOM 112 MUNICIPAL BUILDING, P.O. BOX 1300 245 DEKOVEN DRIVE MIDDLETOWN, CT 06457 (860) 638-4895



CITY OF MIDDLETOWN REQUEST FOR PROPOSAL

RFP #2015-031 REQUEST FOR CONSULTANT SERVICES TO FACILITATE/MODERATE PUBLIC INFORMATION SESSIONS ON LAND USE FOR RECREATIONAL PLANNING CITY OF MIDDLETOWN

Proposals due by: Thursday, January 21, 2016 at 3:00 pm

QUESTIONS: CONTACT THE PURCHASING OFFICE AT (860) 638-4895

DONNA L. IMME, CPPB SUPERVISOR OF PURCHASES

CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES

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REQUEST FOR PROPOSAL

RFP #2015-031 REQUEST FOR CONSULTANT SERVICES TO FACILITATE PUBLIC INFORMATION SESSIONS ON LAND USE FOR RECREATIONAL PLANNING CITY OF MIDDLETOWN, CONNECTICUT

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, 06457 will be received until **Thursday, January 21, 2016 at 3:00 PM** for the following:

The City of Middletown is seeking a qualified consultant or team of consultants to provide moderating and planning services to solicit public opinion and develop possible future recreational uses at brownfield sites in and around downtown Middletown, CT. The area to be studied is approximately 1,500 acres encompassing the downtown, adjacent residential neighborhoods and riverfront.

Proposal Packages may be obtained at the Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov. All questions concerning this RFP should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

The City of Middletown reserves the rights to waive any defect in any proposal and to reject any or all proposals or any part thereof. Proposals, amendments to, or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown, CT.

Date: <u>12/17/2015</u>	
Middletown, Connecticut	Donna L. Imme, CPPB
	Supervisor of Purchases

RFP #2015-031 REQUEST FOR CONSULTANT SERVICES TO FACILITATE PUBLIC INFORMATION SESSIONS ON LAND USE FOR RECREATIONAL PLANNING CITY OF MIDDLETOWN, CONNECTICUT

GENERAL INFORMATION & BACKGROUND

The City of Middletown, Connecticut is located along the western shore of the Connecticut River, approximately 15 miles south of Hartford, and 25 miles north of New Haven. It is accessible from Route 9, I-91 and I-84. Middletown is a vibrant small city with a population of approximately 47,000 residents.

In 2011, the City of Middletown inventoried all brownfield sites located in the vicinity of the Downtown area. These brownfields pose challenges to public health and quality of life, but can also provide opportunities to address these challenges through redevelopment. Some of these properties can be suitable for recreational opportunities.

PROJECT DESCIPTION / SCOPE OF SERVICES

The selected consultant will be required to have, or acquire a detailed knowledge of the City of Middletown, CT inventory of brownfield sites.

The consultant will work with land use staff, stakeholders, and the public as directed by the Director of Planning, Conservation and Development to complete the assigned task of engaging stakeholders and the public to determine two key questions:

- 1) Which brownfield properties are best suited to address recreational needs?
- 2) What types of recreational facilities or activities should be pursued at these sites?

The consultant will be required to meet/communicate with the land use staff as the project evolves and nears completion.

The consultant will perform the following tasks:

- A. <u>Review and summarize information in the inventory of brownfields</u>: The consultant shall report on the inventory of properties within the study area.
- B. <u>Public Participatory Process</u>: In coordination with the Director of Planning, Conservation and Development, the consultant will create and manage an efficient and effective public participation process, within the project time-frame and budget, to include innovative means and methods. This should lead to a consensus among citizens of Middletown relative to a long-term vision for the redevelopment of brownfield sites suitable for recreational development. At a minimum, there shall be three (3) public forums, one in each of the designated neighborhood areas in the grant. They will collect input on preliminary ideas and concepts and attempt to refine and receive feedback on these suggestions.
- C. <u>Final Report</u>: A final report will be submitted the Director of Planning, Conservation and Development that shall include, at a minimum:
 - a. Summary of Existing Brownfield sites
 - b. Summary of Public Participation
 - c. Summary of the most feasible concepts and ideas for the reuse of brownfield sites for recreation

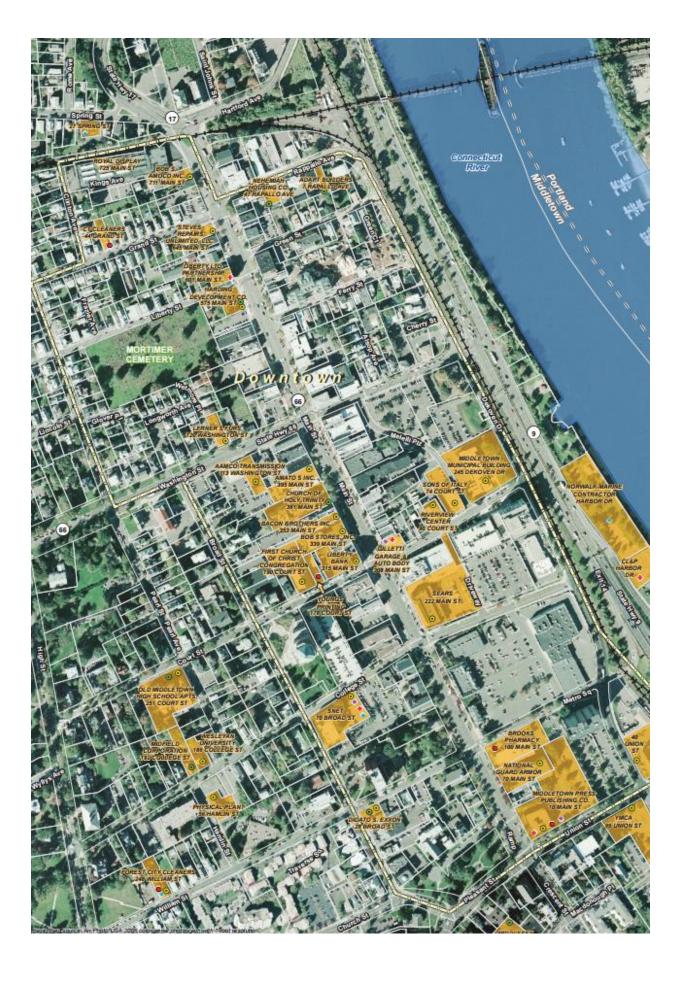
D. <u>Project Schedule and Management</u>: It is anticipated that the project will commence as soon as possible after consultant selection and contract execution. The estimated completion date as stated in this RFP shall be no later than September 1, 2016.

At the public forums, a public health professional with expertise in environmental health exposures will educate the public and stakeholders about the health risks associated with brownfield properties. This service is not included in the scope of this contract.

In 2014, the City of Middletown, CT inventoried and mapped all the potential brownfields within this indicated area. There are more than 75 possible brownfield sites. The City wants to both educate and receive feedback from the key stakeholders and residents in the North End, South End and Downtown/Riverfront districts relative to land reuse on brownfield properties. The primary purpose of this project is to engage stakeholders and citizens within the community to come up with and assist in the implementation of solutions to increase recreational opportunities on otherwise unused brownfield properties. This would hopefully result in decreased obesity and associated illness rates in the city's pediatric population.

Fees for services shall be submitted on a lump sum basis. Proposals shall be evaluated on the basis of technical competence, experience and qualifications of the firm, the responsiveness to the project specifications, and the firm's ability to complete the project within the timeframe set forth in this RFP.





ADDITIONAL INFORMATION

RESOURCES AVAILABLE TO FIRMS BIDDING ON THIS PROJECT

A number of resources from the City of Middletown will be made available to reduce the original research time and cost of this project. A website is available to view and download the following documents. **The website is:** http://www.middletownplanning.com/CDCBrownfield.html

The resources include:

- Brownfield Assessment Downtown Gateway Study, Middletown, Connecticut
- Project for Public Spaces- Placemaking on Middletown Riverfront report
- Middletown Riverfront Redevelopment Committee Final Report
- A copy of the City of Middletown, CT CDC ATSDR grant background information
- Other relevant background documents

SUBMISSION OF PROPOSAL

STATEMENT OF UNDERSTANDING:

The consultant shall include a detailed statement of the firm's understanding of the requirements of this proposal and the approach to be taken to conduct the services requested and the reports required at completion of the service.

1. COPIES REQUIRED:

The Consulting firm shall be required to submit <u>three (3)</u> hard copies and <u>one (1)</u> electronic copy of their proposal for these services to the Purchasing Department by the time and date specified. All proposals submitted must include a schedule of fees for providing services as required. Fee shall be submitted in accordance with the fee schedule outlined below. Final Fees shall be negotiated on a lump sum basis following consultant qualification and selection.

2. FEE STRUCTURE:

LUMP SUM: The selected Consultant shall be required to submit their fees to provide the services as specified, on the form provided and in the format indicated. Fees for this service shall be submitted on a lump sum. No additional charges for reimbursable expenses shall be accepted for this service.

Additional Services: Consultants responding to this request are advised the City may retain the firm to provide additional services. In the event additional services are required, compensation for these services shall be negotiated and subject to prior written authorization by the City. The respondent is required to provide a fee schedule for work that is customary in this scope of services.

3. **PROPOSAL DOCUMENT**:

The Consultant shall be required to submit the following information with their proposal, assembled in the order presented:

- 1. Letter of Transmittal and detailed approach
- 2. The Firm's brochure, if available
- 3. Resumes of Key Personnel to be assigned to the project
- 4. Statement about how the team will be structured and past experience in collaborating, if any.

- 5. A summary of the firm's related experience that is similar in scope to this project
- 6. A list of any proposed subcontractors (engineering firms, etc.)
- 7. Non-Collusive Statement
- 8. A brief statement detailing whether your firm is currently in litigation or has been involved in litigation in the past five (5) years. If there is litigation history please explain the circumstances and the outcome; and,
- 9. Affirmative Action Statement.

METHOD OF SELECTION AND CRITERIA FOR AWARD

The following factors will be considered by the Review Committee in evaluating the qualification packages submitted. These factors will not necessarily be evaluated in the order in which they are presented. The final selection for awarding this contract rests with the Mayor, the Director of Finance and the Director of Planning, Conservation. The criteria used for the selection will include:

- The firm's experience on similar projects with communities similar in size to Middletown;
- Experience in engaging the public;
- Responsiveness of the proposal to the scope of work and the City's program objectives;
- Firms ability to perform the work in a timely manner;
- The firm's qualifications, resumes and experience of key personnel, including certifications
- Review of references;
- An evaluation of the proposed fee(s) for services to include estimated lump sum cost as compared to other proposals submitted for this project. Please note the evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is a factor in the evaluation process. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City;
- Technical Approach the firm's responsiveness to meet or exceed the specifications. Ability to engage public in lively discussion and creative ways to elicit public ideas;
- Schedule application/validity the firm's current workload and ability to complete the project within the proposed schedule for completion of September 1, 2016
- The firm's communication of plans in an organized, clear and convincing manner;

The City will invite a short list of responding firms for an interview based on review of the written submission. Your firm will be notified of the date of the interview and presentation, if selected.

The successful bidder will work directly for the Director of Planning, Conservation and Development and/or their designees.

GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

- 1. Acceptance or Rejection by the City of Middletown The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
- Ownership of Proposals All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
- Ownership of Subsequent Products Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
- 4. <u>Timing and Sequence</u> Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
- 5. <u>Oral Agreements</u> Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
- 6. <u>Amending or Canceling Requests</u> The City of Middletown deserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
- 7. Rejection for Default or Misrepresentation The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract of for misrepresentation.
- 8. <u>City's Clerical Errors in Awards</u> The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
- Rejection of Qualified Proposals Proposals are subject to rejection in whole or in part if they limit

or modify any of the terms and conditions and/or specifications of the RFP.

- 10. Collusion By responding, the consultant implicitly states that the proposal is not made in connection with any competing consultant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the consultant's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
- 11. <u>Contract Requirements</u> A formal contractual arrangement will be entered into with the consultant selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
- 12. <u>Interpretations and Addenda</u> No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov To receive consideration, such questions shall be submitted in writing. Deadline for submission of questions is Monday, January 11, 2016 by Noon **(EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov.
Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

- 13. Rights Reserved to the City of Middletown The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
- 14. <u>Certificates of Insurance</u> The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".
- 15. <u>Withdrawal of Proposals</u> Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
- 16. <u>Assigning, Transferring of Agreement</u> The successful respondent is prohibited from

assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

- 17. Termination of Agreement - If bidder fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the bidder's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. Additionally, the City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the contract shall terminate at the end of that month. The bidder shall be compensated for only those services actually rendered prior to the date of termination.
- 18. <u>Cost of Preparing Proposal</u> The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 19. <u>Definition of Terms</u> For the purpose of this proposal whenever the word "respondent" appears it shall refer to "consultant" and whenever the word "consultant" appears it shall refer to "respondent".
- 20. <u>Affirmative Action</u> Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

RFP #2015-031

REQUEST FOR CONSULTANT SERVICES TO FACILITATE PUBLIC INFORMATION SESSIONS ON LAND USE FOR RECREATIONAL PLANNING CITY OF MIDDLETOWN, CONNECTICUT PROPOSAL PAGES

Issued: <u>12/17/2015</u> Reply Date <u>Thursday, January 21, 2016 at 3:00 PM</u>

To: Donna L. Imme, CPPB

Supervisor of Purchases Room 112, Municipal Building

245 DeKoven Drive

Middletown, Connecticut 06457

We, the undersigned submit our proposal for consultant services, in accordance with the Scope of Services outlined in this request and submit for your consideration the following:

RESPONDENT CHECKLIST

We have submitted the following for your review: Letter of Transmittal and detailed approach The Firm's brochure, if available; Resumes of Key Personnel to be assigned to the project Statement about how the team will be structured and past experience in collaborating, if any. A summary of the firm's related experience that is similar in scope to this project A list of any proposed subcontractors(engineering firms, etc.) **Non-Collusive Statement** A brief statement detailing whether your firm is currently in litigation or has been involved in litigation in the past five (5) years. If there is litigation history please explain the circumstances and the outcome; and, Affirmative Action Statement. Submit Three (3) Copies of Proposal and One (1) electronic copy

SCHEDULE OF FEES

LUMP SUM NOT TO EXCEED FEE for planning services and to facilitate public input.

Item#	Description
1.	
	Lump Sum Fee Consultant Services For Planning And To Facilitate Public Input.
	(\$)
	Written figures

Receipt of Addenda is acknowledged:		
Addendum No.	Date	

Date:		
Corporation Name (if applicable)	Company Name	
Mailing Address:	Payment Address (If different from	mailing addr.)
Address	Address	
City, State and Zip	City, State and Zip	
FEIN NUMBER:		
(Please Check One) Limi	vidual / Sole Proprietor ted Liability Company / Partnership poration	
Contact Information		
Contact Name:	Title:	
Additional Contact:	Title:	
Phone Number:	Fax:	
Email Address:		
Website:		
SIGN HERE: I hereby certify that the above	information is correct.	
Print or Type Name & Title		

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

CITY OF MIDDLETOWN

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- 1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition and
- 2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date	
	Signed
	Company
	Address
	Telephone Number

EQUAL OPPORTUNITY EMPLOYMENT

CHAPTER 26, CONTRACTS ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, Union membership, genetic History, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner is prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this article.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract of for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03)

RFP# 2015-031 REQUEST FOR CONSULTANT SERVICES TO FACILITATE/MODERATE PUBLIC INFORMATION SESSIONS ON LAND USE FOR RECREATIONAL PLANNING CITY OF MIDDLETOWN

A. GENERAL REQUIREMENTS:

The **VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **VENDOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **VENDOR'S** responsibility under this contract.

The **VENDOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor on the City of Middletown. Upon request, the **VENDOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the VENDOR forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

If the **VENDOR** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **VENDOR** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **VENDOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **VENDOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

In the case whereby the **VENDOR** utilizes a Common Carrier to furnish the products purchased under this contract, this coverage would not be required.

C. SUBCONTRACTOR REQUIREMENTS:

The **VENDOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **VENDOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **VENDOR** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and Its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. <u>OTHER</u>

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

APPROVED AS TO FORM:

INSURANCE LANGUAGE

Nancy Conaway-Raczka RISK MANAGER

December 11, 2015 DATE

Bid Return Label

<u>Always use Mailing Label</u> below on <u>all packages</u> when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Documents Enclosed:

RFP #2015-031 – REQUEST FOR CONSULTANT SERVICES TO FACILITATE/MODERATE PUBLIC INFORMATION SESSIONS ON LAND USE FOR RECREATIONAL PLANNING - CITY OF MIDDLETOWN

Return Date: Thursday, January 21, 2016 at 3:00 pm